

Exhibit D

Email Correspondence Between Adams and the Director

Complaint

Adams Outdoor Advertising Limited Partnership

v.

*Beaufort County, and Eric Greenway, Director of the Beaufort County
Community Development Department*

Civil Action No. 9:21-cv-_____
United States District Court for the District of South Carolina, Beaufort Division

From: Greenway, Eric <egreenway@bcgov.net>
Sent: Sunday, April 11, 2021 8:53 AM
To: Richard Zecchino
Cc: Ben Armitage; Liz Mitchum; Bo Hodges; Taylor, Kurt; Keaveny, Thomas
Subject: Re: Hwy 21 Sign Work

Mr. Zecchino,

I have forwarded your email to my legal Counsel and would advise Adams to hold off on any more construction until this issue can be appropriately resolved.

Eric Greenway.

Sent from my iPhone

On Apr 11, 2021, at 8:44 AM, Richard Zecchino <rzecchino@adamsoutdoor.com> wrote:

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Mr. Greenway, your emails below have been forwarded to me for a response.

As I am sure you know, S.C. Code §63-350(C)(4) provides:

(4) In the event a nonconforming device is partially destroyed by wind or other natural forces including tornadoes, hurricanes, or other catastrophic occurrences, the Department must determine whether to allow the sign to be rebuilt. **If the Department determines that the damage to the sign was greater than 50 percent of its replacement costs as determined by nationally recognized catalogues of vendors of construction and outdoor advertising materials as of the time of the damage, the sign must be dismantled at no cost to the Department and may not be erected again.** A current issue of the catalogue or advertisement indicating materials to be replaced must be submitted with the request to rebuild. Salvage parts cannot be used to determine replacement value unless approved by the Department.

The Beaufort County Code §5.6.50(E)(4)(c) provides:

If a sign is partially destroyed by wind or other natural forces, the Director must determine whether to allow the sign to be rebuilt. **If the Director determines that the damage to the sign was greater than 50 percent of its replacement cost as of the time of the damage, the sign must be consistent with all current requirements of this chapter.**

Setting aside for the moment the obvious unconstitutionality of §5.6.50(E)(4)(c)—in that it gives the Director the sole and unbridled discretion to determine whether to allow a sign to be rebuilt—the bolded language in both §5.6.50(E)(4)(c) and S.C. Code §63-350(C)(4) is very similar (but note that the S.C. Code contains objective standards by which the Department is to determine

the 50 percent replacement cost). Using the objective criteria, SCDOT has already determined that the repairs Adams is performing is less than 50 percent of the replacement cost. That determination governs here, and it would be legally impossible for the County's Director to determine otherwise in light of SCDOT's determination.

Rather than wait for continued delays from Beaufort County—which were obviously done with the hope to find a way around SCDOT's determination, or with some other hope to block what should be a straightforward approval—Adams performed the repairs approved by SCDOT. And, I should also note that §5.6.50(E)(4)(c) is also unconstitutional as a prior restraint in that it has no time limit under which the Director must make a decision on whether to approve or deny the request.

Your email below is not a proper “stop work order,” and has no legal effect. Should you take any action to attempt to prohibit Adams from doing what it is legally entitled to do with respect to this work, all you will be doing is inviting a lawsuit by Adams against the County.

Adams intends to complete the work approved by SCDOT today. Should you have any questions or concerns here, please feel free to contact me, Liz, or Ben directly.

Regards,

Richard J. Zecchino

Vice President and General Counsel

General Manager—Michigan

Adams Outdoor Advertising

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517-321-2122 (fax)

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Begin forwarded message:

From: "Greenway, Eric" <egreenway@bcgov.net>

Date: April 10, 2021 at 10:39:49 PM EDT

To: Ben Armitage <barmitage@adamsoutdoor.com>

Subject: Fwd: Hwy 21 Sign Work

Ben,

I thought you should be aware of the below. This type of thing is very atypical of Adams Outdoor and I was honestly shocked at the blatant disregard for our approval process and my request for the work to stop. In the future, when I ask for work to stop it is probably in everyone's best interest for it to stop until we can resolve the issue and cooperate on a solution. Mr. Romero refused to talk to me this evening after me discovering that your Beaufort staff appears to have started work without proper permits.

Thanks,
Eric Greenway

Sent from my iPhone

Begin forwarded message:

From: "Greenway, Eric" <egreenway@bcgov.net>
Date: April 10, 2021 at 9:18:00 PM EDT
To: Bo Hodges <bhodes@adamsoutdoor.com>, Liz Mitchum <emitchum@adamsoutdoor.com>, jromeo@adamsoutdoor.com
Cc: "Taylor, Kurt" <kurt.taylor@bcgov.net>, "Keaveny, Thomas" <keaveny@bcgov.net>, "Ward, Brittany" <bward@bcgov.net>, "Atkinson, Charles" <catkinson@bcgov.net>, "Antonacci, Audra" <aantonacci@bcgov.net>, "Austin, Hillary" <hillarya@bcgov.net>, "Merchant, Robert" <robm@bcgov.net>
Subject: Hwy 21 Sign Work

Mr. Hodges,

On a return trip from Charleston today I noticed that Adams was in the process of completely rebuilding two signs, located on both sides of Hwy. 21, near the address of 3589. To my knowledge Beaufort County has issued no approvals for Adams to conduct this work and will not issue approval for the complete rebuild of these signs since doing so will violate the Community Development Code. The onsite contractor called this a "repair" but had no official paper work other than a letter from Mr. Melvin with SCDOT which, as you should know, is not a local permit nor proper authorization to reconstruct an outdoor advertising display. My attempts, through the onsite contractor, at getting Mr. Romero to stop the work failed repeatedly as did my attempted phone calls to you and Ms. Mitchum so I am sending this email to you ordering you to immediately cease and desist from any additional work on these two sites until we have had a chance to discuss this matter and decide a proper course for further action.

Eric L. Greenway, AICP
Planning and Zoning Director

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